until "office found" or some other notorious proceeding. Osterman v. Baldwin (1867) 73 U. S. (6 Wall) 116, 18 L. Ed. 730, 31 L. R. A. 179 n. While at common law and aside from statute, "office found" applied only to freehold estates, it is significant to note in regard to leasehold interests that by Section 8 of our present Alien Land Law, Cal. Stats. 1921, p. lxxxvii, the remedy available to the state is a sale of the "real property covered by such leasehold." Out of the proceeds the value of the leasehold is paid into the state treasury, and the balance distributed in accordance with the interests of the parties. The spirit of our recording statutes should preclude "office found" as against a purchaser for value ignorant of the alienage of his grantor or one through whom his grantor claims. Cf. Ferguson v. Neville, supra. According to Chancellor Kent, ". . the prerogative right of forfeiture is not barred by the alienation." 2 Kent Comm. 61. It has been held, however, that a mere conveyance to a purchaser for a valuable consideration, regardless of knowledge, will bar the action to escheat. State *ex rel.* Atcheson v. World Real Estate Co. (1907) 46 Wash. 85, 89 Pac. 471; Oregon Mortgage Co. v. Carstens (1896) 16 Wash. 165, 47 Pac. 421, 35 L. R. A. 841. See contra: Scanlon v. Wright (1883) 13 Pick. (Mass) 523, 25 Am. Dec. 344. Shall we require that a prospective purchaser determine not only the title but also the nationality of each individual in the chain of title?

CONSTITUTIONAL LAW: CHILD LABOR LAW—On June 3, 1918, the United States Supreme Court, by a divided court, held the Child Labor Law of 1916 unconstitutional. Hammer v. Dagenhart (1918), 247 U. S. 251, 62 L. Ed. 1101, 38 Sup. Ct. Rep. 524; 6 California Law Review, 395. The majority of the court regarded the act as not falling within the commerce powers of Congress and as dealing with matters to which Federal authority did not extend.

On February 24, 1919, Congress passed a new act with a view to remedying the flaw in the old law. This new act, instead of prohibiting transportation in interstate commerce of the products of child labor, laid a tax of ten percent. upon establishments using child labor contrary to its provisions. In *George v. Bailey* (Aug. 22, 1921; not yet reported), before the District Court of the Western District of North Carolina, this act in turn has been held unconstitutional. After reaffirming the position taken in Hammer v. Dagenhart, the court proceeded to hold that the act of 1919, although in terms "an act to provide revenue", is not such in fact; that it could never have been intended to raise a revenue, the effect being rather to annihilate the subject of taxation. It is accordingly construed to be an act designed to impose a penalty in order to deter the violation of the child-labor provisions of the act. The court argues that, the law not being a revenue measure, Congress had no authority to pass such a law, and that here again we have an unwarranted attempt upon the part of Congress to "regulate labor inherent in the states." We still believe that under the plenary nature of the commerce power granted to Congress, the act of 1916 should have been valid. Hoke v. U. S. (1913) 227 U. S. 308, 57 L. Ed. 523, 33 Sup. Ct. Rep. 281. The state bank-tax case and the oleomargarine tax case throw grave doubt upon the correctness of the

decision in the instant case. Veasie Bank v. Fenno (1869) 75 U. S. (8 Wall.) 533, 19 L. Ed. 482; McGray v. U. S. (1904) 195 U. S. 27, 49 L. Ed. 78, 24 Sup. Ct. Rep. 769.

EASEMENTS: PAROL LICENSE IRREVOCABLE AFTER EXECUTION—By a number of adjudicated cases California has definitely aligned itself with the jurisdictions upholding the irrevocability of executed parol licenses affecting land. In *Stepp v. Williams* (1921) 34 Cal. App. Dec. 944, 198 Pac. 661, a landowner had said to his neighbor that the latter could have a specified portion of the waters of the former's spring. In reliance upon this statement the licensee made substantial improvements upon his own land and incurred additional expense by constructing a dam and ditch upon the land of the licensor. *Held*: He thereby acquired an irrevocable right to take the water. One may approve both the result in the particular case and the doctrine of irrevocability, without agreeing with the statement of the learned justice who writes the opinion that this doctrine "is sustained by the courts of the majority of the American state jurisdictions." That the weight of authority is contra, see Roscoe Pound, 13 Illinois Law Review, 126; Wigmore Celebration Legal Essays, 442. One of the commonest criticisms of the irrevocability rule is that it results in the creation of interests in land in violation of the Statute of Frauds. Most jurisdictions, however, apply the doctrine of part performance or equitable estoppel and enforce even a parol gift where possession has been taken and improvements made in reliance on a promise to convey. Is it not an undue refinement to make the question of revocability hinge upon the presence or absence of an express promise to execute a conveyance? Where all the circumstances make the inference inevitable that a perpetual right was contemplated by both parties, is not the licensee entitled to the same protection as where a conveyance was expressly promised?

GIFTS CAUSA MORTIS: WRITTEN INSTRUMENTS—In at least one instance the lack of a written instrument has been the cause of the failure of an intended gift causa mortis. Adams v. Merced Stone Co. (1917) 176 Cal. 415, 178 Pac. 498, where an assignment in writing was held essential to the validity of a gift of a chose in action not itself evidenced by a writing. For a recent decision to the contrary in the case of a gift inter vivos, see Dinslage v. Stratman (1920) 180 N. W. 81 (Neb.). More frequently, however, reliance upon a written instrument has been the reason for the failure of the intended gift. Generally, "a gift causa mortis is not aided by the execution of a written instrument". Knight v. Tripp (1898) 121 Cal. 674, 679, 54 Pac. 267, 268. In *O'Shea v. Sicotte* (1921) 34 Cal. App. Dec. 1050, 198 Pac. 812 (hearing denied by Supreme Court June 20, 1921), a would-be donor executed a power of attorney authorizing her stepson "to take charge of all her estate" in the event of her death. Even if the transaction had been consummated in her life-time it would not have effected a completed gift, since the intended donee would have held the property as agent of the donor and subject to her dominion. Unexecuted, as it actually was in the instant case, it was a mere power or order which was revoked by death. For a similar result in the case of an intended gift by